

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

TOBIAS TEIXEIRA DA FONSECA,

Plaintiff,

v.

THE PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE “A”,

Defendants.

Case No. 24-cv-04448

Judge Andrea R. Wood

**Magistrate Judge Jeannice W.
Appenteng**

DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiff TOBIAS TEIXEIRA DA FONSECA (“Fonseca” or “Plaintiff”) against the defendants identified on First Amended Schedule A, and using the Online Marketplace Accounts identified on First Amended Schedule A (collectively, the “Defendant Internet Stores”), and Fonseca having moved for entry of Default and Default Judgment against the defendants identified on First Amended Schedule A attached hereto which have not yet been dismissed from this case (collectively, “Defaulting Defendants”);

This Court having entered a preliminary injunction; Fonseca having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered or appeared in any way, and the time for answering having expired, so that the allegations of the Complaint are uncontroverted and are deemed admitted;

This Court finds, in the absence of adversarial presentation, that it has personal jurisdiction over Defaulting Defendants because Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Fonseca has provided a basis to conclude that Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products using infringing versions of Fonseca's federally registered copyrights, which are protected by United States Copyright Registration Nos. VA 2-376-219; VA 2-279-692; VA 2-376-239; VA 2-376-213; VA 2-376-211; VA 2-376-207; VA 2-279-584; VA 2-376-231; VA 2-376-374; VA 2-376-222; VA 2-376-217; VA 2-303-183; VA 2-279-581; VA 2-279-690; VA 2-376-242; VA 2-376-209; VA 2-376-215; VA 2-376-258; VA 2-376-236; VA 2-376-376; VA 2-376-377; VA 2-279-666; VA 2-279-684; VA 2-376-212; VA 2-279-588; VA 2-279-670; VA 2-279-669; VA 2-376-214; VA 2-279-688; and VA 2-279-586 (the "Tobias Fonseca Works") to residents of Illinois. In this case, Fonseca has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can purchase products using infringing versions of the Tobias Fonseca Works. *See* Docket No.[15], which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing, and able to ship its unauthorized goods to customers in Illinois bearing infringing versions of the Tobias Fonseca Works.

This Court further finds that Defaulting Defendants are liable for willful federal copyright infringement (17 U.S.C. § 504).

Accordingly, this Court orders that Fonseca's Motion for Entry of Default and Default Judgment is GRANTED as follows, that Defaulting Defendants are deemed in default, and that this Default Judgment is entered against Defaulting Defendants.

This Court further orders that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting in active concert or participation with them be permanently enjoined and restrained from:
 - a. using the Tobias Fonseca Works or any reproductions, infringing copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Fonseca product or not authorized by Fonseca to be sold in connection with the Tobias Fonseca Works;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Fonseca product or any other product produced by Fonseca, that is not Fonseca's or not produced under the authorization, control, or supervision of Fonseca and approved by Fonseca for sale under the Tobias Fonseca Works;
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of Fonseca, or are sponsored by, approved by, or otherwise connected with Fonseca; and
 - d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Fonseca, nor authorized by Fonseca to be sold or

offered for sale, and which bear any of Fonseca's copyrights, including the Tobias Fonseca Works, or any reproductions, infringing copies or colorable imitations.

2. Defaulting Defendants and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the Defaulting Defendants' Defendant Internet Stores, including, without limitation, any online marketplace platforms such as Amazon Payments, Inc. ("Amazon"), Walmart Inc. ("Walmart"), and Wish US Holdings LLC d/b/a Wish.com ("WISH") (collectively, the "Third Party Providers"), shall within seven (7) calendar days of receipt of this Order cease:
 - a. using, linking to, transferring, selling, exercising control over, or otherwise owning the Defendant Internet Stores Accounts, or any other online marketplace account that is being used to sell infringing goods using the Tobias Fonseca Works; and
 - b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the Tobias Fonseca Works or any reproductions, infringing copies or colorable imitations thereof that is not a genuine Fonseca product or not authorized by Fonseca to be sold in connection with the Tobias Fonseca Works.
3. Upon Fonseca's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 2, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of infringing goods using the Tobias Fonseca Works.
4. Pursuant to 17 U.S.C. § 504(c)(2), Fonseca is awarded statutory damages from each of the Defaulting Defendants in the amount of one hundred thousand dollars (\$100,000) for

willful use of infringing Tobias Fonseca Works on products sold through at least the Defendant Internet Stores. This award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Complaint and First Amended Schedule A.

5. Any Third Party Providers holding funds for Defaulting Defendants, including Amazon, Walmart, and WISH, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants or the Defendant Internet Stores from transferring or disposing of any funds (up to the statutory damages awarded in Paragraph 4 above) or other of Defaulting Defendants' assets.
6. All monies (up to the amount of the statutory damages awarded in Paragraph 4 above) currently restrained in Defaulting Defendants' financial accounts, including monies held by Third Party Providers such as Amazon, Walmart, and WISH, are hereby released to Fonseca as partial payment of the above-identified damages, and Third Party Providers, including Amazon, Walmart, and WISH, are ordered to release to Fonseca the amounts from Defaulting Defendants' financial accounts within fourteen (14) calendar days of receipt of this Order.
7. Until Fonseca has recovered full payment of monies owed to Plaintiff by any Defaulting Defendant, Fonseca shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.
8. In the event that Fonseca identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Fonseca may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendants by e-mail at

the e-mail addresses identified in Exhibit 2 to the Declaration of Tobias Teixeira Da Fonseca and any e-mail addresses provided for Defaulting Defendants by third parties.

9. To obtain release of the bond previously posted in this action, Plaintiff's counsel must file a motion for the return of the bond once the preliminary injunction no longer applies to any Defendant.

This is a Final Judgment.

Dated: April 3, 2025

A handwritten signature in black ink, appearing to read "Andrea R. Wood", written over a horizontal line.

Andrea R. Wood
United States District Judge

First Amended Schedule A

No.	Defendants
1	xiangyangshiyufashangmaoyouxiangongsi
2	xinluoquzhankewenjudian
3	Chen H Hong
4	
5	EZhouShiHanMaoShunShangMaoYouXianGongSi
6	Second half opening
7	
8	hubeishengguichenkejiyouxiangongsi
9	XiangYangShiRuiXiangShangMaoYouXianGongSi
10	PingDingChaoTianShangMaoYouXianGongSi
11	
12	
13	ZhangQiXun
14	AliPlus
15	FNAF Craft
16	QIANGLuo
17	
18	
19	
20	Carrier_MPX
21	Rose-SGT
22	
23	
24	Trucker God Family Star
25	
26	Goon Studio
27	
28	shortcut wang ww
29	a Dada
30	on-line measurement
31	
32	
33	
34	Chilynie Patch
35	guangzhouchunoushangmaoshanghanggerenduzi
36	tongshanxianhaiyangbaihuodian
37	

38	
39	Tangmanlan
40	
41	changfenglisidianzishangwugongzuoshi
42	QuXinLongDi
43	TianQiaoQuHao
44	wuhanshijiangxiaquluboteshangmaohang
45	hiLongGangQ
46	wucibaihuo
47	yipinrui
48	jijunbaihuo
49	chenghuaquchuxinzahuopu
50	jinzhongshiyuciquanhaobaihuoshanghang
51	dongchangfuqukangyuandianzijingyingbu
52	luoyangshichanhehuizuquyangtaibaihuobu
53	shifangshiliuheqiaodianzishangwugongzuoshi
54	wuhanshijiangxiaquyujianshangmaozhongxin
55	pujietiyu
56	yingqilanchuang
57	junchao
58	hongliangjin
59	qichangbaihuodian
60	youjindefushixiemaopu
61	miluoshihuananhubangdianzishangwushanghang
62	jiashanbaihuo
63	qingwenfuzhuangdian
64	wuhanshidonghuxinjishukaifaquzheyubaihuoshanghang
65	xingyexianshinanzhenmeiweisishipinjingyingbu
66	Look at the place
67	whfly
68	qujinglimingdianzishangwuyouxiangongsi
69	dangshanxianshentianshangmaoyouxiangongsi
70	guangzhouwangxinqishangmaoyouxiangongsi
71	yhkky
72	GuangZhou Art GJ
73	zheny sp
74	hefeimengshusidianzishang
75	ZHANGLIMAIXIGUA
76	Zhao Yonglin
77	DaiShanShangMao(GuangZhou)YouXianGongSi
78	Li ting develop
79	Four out of V

80	Vit through yjuu
81	Zheng Junhao
82	Xie FU
83	WangZiYou YouZiWang
84	Southern resolution
85	yidida
86	Yongji Weijin E-commerce Co., Ltd.
87	Chen Pengzhiz
88	临沂晟城商贸有限公司
89	
90	
91	wojiaolinzhiquiao
92	
93	guangzhouhunninglinshangmaoyouxiangongsi
94	Shijiazhuang Chisan Trading Company
95	zzzjjlll
96	guixiangshengweishangmao
97	
98	QUANGBATR
99	LanbenQing
100	HFJYXX
101	chenqingliang
102	shuanmingzhang
103	DUWEII
104	chuzhouyuanwendianzishangwuyouxiangongsi
105	DIYx Store
106	shengzedianzishangmao
107	THNSTORE
108	PNJGoldent
109	CUTE GIY
110	HHAOHAOWANG
111	Deamison
112	XXZ ONIFANS
113	PPANPINGG
114	Wisdom1lan ship from US
115	KAPUALE
116	Da Tou
117	POFREE
118	
119	Xiangyang Guxi Trading Co., Ltd.
120	
121	shuangyangkeji

122	Zhang Shangshen
123	putianshihanjiangquchenwenxinmaoyiyouxiangongs
124	Weifujin
125	Hilake
126	Jincheng Co.Ltd
127	XINXINGSHICHENG
128	MinLi
129	bobo
130	guangxichengdazhonggongyouxiangongsi
131	nanninghuichuangwangluokejiyouxiangongsi
132	guangzhoudongqiangshangmaoyouxiangongsi
133	San Ji Wu Hu e-commerce
134	INPERCUST
135	JianWeiStationery
136	VStyle
137	SHIZHENYANG
138	Walqfu
139	TianChen
140	BOFACPRINT
141	QUFUWALQ
142	GOGMARTI
143	T-buyhome
144	Talich
145	SANBAYCN
146	Xuancai Co.Ltd
147	ROODPRINT
148	LAMZY
149	DengYuanYong
150	CH-HUIYU
151	ZHENGFU
152	juxianzhaoqingmaoyiyuoxiangongsi
153	kunmingduanwenwangluokeji
154	FIDWALQINT
155	kunmingyongcengshangmaoyouxiangongsi
156	Ewalfull
157	xiamenmindongsemaoyiyouxiangongsi
158	
159	FoShanShiYongNuanXiShangMaoYouXianGongSi
160	Liu Wenloyal women's wear
161	HUANGYU

162	Fismartprint
163	jianjiankangkang
164	BAIBAIJINGJING
165	Angus Hao
166	dandanlili
167	Borko
168	Locke
169	Arran
170	yangzichen
171	Cumin
172	yinglaiyingqu